



Alabama State Port Authority
Bid Solicitation for the Sale of Equipment

Project Name Paceco Crane Generator Sale

To: **Prospective Bidders**

Date: June 2020

Please procure the following and deliver to the address below:

<u>Delivery of Proposal:</u> Alabama State Port Authority Location identified below in Note #1	<u>Location of Equipment:</u> Alabama State Port Authority Main Docks Pier 2 Mobile, AL
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PROPERTY TO BE SOLD		
All property is offered "as is" and "where is". The Alabama State Port Authority makes no warranty, expressed or implied, as to character, quality, weight, size or its fitness for any use or purpose. Bidders must agree to, and meet all bid and insurance requirements listed in the bid documents.		
Description	Quantity	Bid Price
Caterpillar Used Generator – Current Hours: 5,442 Serial # 7WG03856 – Engine Model 3456 570kW Standby Rated	1	\$
Caterpillar Used Generator – Current Hours: 5,386 Serial # 7WG03870 – Engine Model 3456 570kW Standby Rated	1	\$
Caterpillar Used Generator – Current Hours: 1,327 Serial # 3FZ08761 – Engine Model 3412 668kW Standby Rated	1	\$
<p>NOTES:</p> <ol style="list-style-type: none"> Sealed bids may be hand delivered, as well as received via carrier to the Alabama State Port Authority, ATTN: Marcus Coleman, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 until 24 hours prior to the specified bid opening date & time. Sealed bids can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 10:00 AM on Tuesday, July 21, 2020 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor—Killian Room, Mobile, AL. No faxed or electronic bids will be accepted. The equipment for sale may be inspected by appointment only with the Project Manager between the hours of 9:00 a.m. and 4:00 p.m. on Tuesday, June 30, 2020 and Tuesday, July 14, 2020 at the location listed. All potential bidders not possessing proper access credentials should contact the project manager in advance to set up an escort into the facility. All Bids must be submitted in a sealed envelope with the words "Bid Document Enclosed" clearly marked on the outside of the envelope. Sealed bids shall have <u>the bidder's name, project name, and time and date of bid opening shown on the outside of the envelope.</u> All bids must be submitted on the supplied forms, with all accompanying documents, Bidder Instructions and Insurance Requirements attached. Any questions regarding the procurement should be directed to Marcus Coleman, P.E., Project Manager, at phone number (251) 441-7260 or email mcoleman@asdd.com. The Bidder is invited, urged and cautioned to inspect the equipment prior to submitting a bid. The equipment will be available for inspection at the location and time specified in this solicitation. 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. 		



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REFERENCED DOCUMENTS

- Bidder Instructions
- Alabama State Port Authority – Insurance Requirements for Contract Work
- Reference Photographs

SIGNATURES

BIDS MUST BE SIGNED BY BIDDER, COMPANY EMPLOYEE OR AUTHORIZED REPRESENTATIVE

Individual/Company Name (Print) _____

Bidder's Signature _____

Address _____	City & State _____	Zip _____
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Phone No. _____

I hereby acknowledge that this is a binding contract with the Alabama State Port Authority. I have received a copy of the Bid Documents, Bidder Instructions and Insurance Requirements. All of the above listed documents are to be returned (INSIDE THE SEALED ENVELOPE) along with your bid documents.

I hereby certify that I have not been a party to any agreement or collusion among bidders, prospective bidders or employees of the State of Alabama and the Alabama State Port Authority in restraint of Freedom of Competition, by agreement to bid at a fixed price or to refrain bidding, or otherwise.

Sworn To and Subscribe before me on this

The _____ Day of _____, 20 ____

Notary Public



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BIDDER INSTRUCTIONS

This instruction sheet, in addition to the Bid Forms, provides rules/guidelines for the bid process and must be returned with the bid documents and insurance requirements. Bidders are responsible for fully complying with these instructions and those on the ALABAMA STATE PORT AUTHORITY bid forms.

1. No consideration will be given to bids unless presented on the ALABAMA STATE PORT AUTHORITY'S "Bid Solicitation for the Sale of Equipment" form, with required attachments as instructed in this Solicitation.
2. 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.
3. The Bidder is invited, urged, and cautioned to inspect the equipment prior to submitting a bid. The Equipment will be available for inspection at the location and times specified in this Solicitation.
4. **CONDITION AND LOCATION OF EQUIPMENT.**

All property to be sold is offered "as is" and "where is." The Port Authority makes no warranty, express or implied, as to the character, quality, weight, size, or description of the equipment, or its fitness for any use or purpose.

5. **CONSIDERATION OF BIDS.**

Sealed bids may be hand delivered, as well as received via carrier to the Alabama State Port Authority, ATTN: Marcus Coleman, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 until 24 hours prior to the specified bid opening date & time. Sealed bids can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 10:00 AM on Tuesday, July 21, 2020 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor—Killian Room, Mobile, AL. No faxed or electronic bids will be accepted. A bid may be withdrawn by the original bidder or company representative, with proper identification, prior to the bid opening time.

6. **DELIVERY, LOADING, AND REMOVAL OF PROPERTY.**

- a. The equipment must be removed within 30 days of the notice of award.
- b. Items purchased under this Solicitation will be released only to the Successful Bidder or his/her authorized representative. The authorized representative must furnish authorization from the Successful Bidder to the Port Authority before any delivery or release will be made.



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- c. The Successful Bidder shall be entitled to obtain the property by appointment during normal business hours, with delivery being made only from the exact place where the property is located within the facilities. The Successful Bidder must make all arrangements necessary for packing, removal, and transportation of the equipment. The Port Authority will not act as liaison in any fashion between the Successful Bidder and carrier, nor will the Port Authority recommend a specific carrier.
- d. Port Authority will not load; the Successful Bidder will make all arrangements and perform all work necessary to effect removal of the equipment. The Successful Bidder shall remove the equipment at his/her expense within the period of time allowed in this Solicitation. If the Project Manager determines that the failure to remove the equipment within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Successful Bidder, a reasonable extension of time for removal shall be allowed. If the Successful Bidder is permitted to remove the equipment after the expiration of the time originally allowed for removal or any additional time allowed by the Project Manager pursuant to this clause, the Port Authority, without limiting any other rights which it may have, may require the Successful Bidder to pay a reasonable storage charge. The Successful Bidder shall reimburse the Port Authority for any damage to Port Authority property caused during the removal operations by the Successful Bidder or his/her authorized representative.
- e. Segregation, culling, or selection of property for the purpose of effecting partial or incremental removals will not be permitted except as specifically authorized and prescribed by the Port Authority.

7. DEFAULT.

If, after the award, the Successful Bidder breaches the contract by failure to provide payment within the time allowed by the contract as required by Condition No. 19, or by failure to remove the equipment as required by Condition No. 6a, the Successful Bidder shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred. If the Successful Bidder otherwise fails in the performance of his/her obligations, the Port Authority may exercise such rights and may pursue such remedies as are provided by law or under the contract. If the Successful Bidder defaults on his/her obligations, the Port Authority may ban the Successful Bidder from future awards.

8. SETOFF OF REFUNDS.

The Successful Bidder agrees that the Port Authority may use all or a portion of any bid deposit or refund due him/her to satisfy, in whole or in part, any debts arising out of



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this or prior transactions with the Port Authority.

9. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Port Authority, changing or supplementing this Solicitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Successful Bidder. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Port Authority unless furnished or agreed to, in writing, by the Project Manager.

10. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under this Solicitation is subject to the Laws of the State of Alabama which may generally preclude assignment of such contract.

11. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Port Authority reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Port Authority control. In the event of a withdrawal under this condition, the Port Authority shall be liable only for the refund of such portion of the contract price as it may have received.

12. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, Local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the equipment listed in this Solicitation. Successful Bidders or users of this equipment are not excused from any violation of such laws or regulations.

13. AWARD OF CONTRACT.

The contract will be awarded to that Successful Bidder whose bid conforms to this Solicitation, and which will be most advantageous to the Port Authority, price and other factors considered. A written award will be furnished to the Successful Bidder within the time for acceptance provided in this Solicitation and shall be deemed to result in a binding contract without any further action by either party.

14. The ALABAMA STATE PORT AUTHORITY accepts no responsibility for facilitating the receipt of bids.



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15. **Bids must be notarized.**
16. Bids delivered after specified times will not be accepted.
17. Bid proposal must be filled out completely, including the name, address, telephone number, and signature of responsible person.
18. Questions may be directed to Marcus Coleman, Project Manager, at (251) 441-7260 or mcoleman@asdd.com.
19. The Successful Bidder shall, within ten (10) business days of the AUTHORITY'S issuance of Notice of Award, provide full payment in the form of a **cashier's check or bank draft ONLY**, payable to the ALABAMA STATE PORT AUTHORITY. Failure to make payment within the allotted time may render Bidder's Award of contract null and void. Payment shall be accepted between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, in the Office of Maria Williams, 250 N. Water Street, 2nd Floor, Mobile, AL 36602. Payment in full must be received prior to Bidder taking possession of the subject equipment.
20. Successful bidder(s) agree to hold harmless the ASPA, its agents, or employees from any and all losses, costs, and /or damages incurred in the loading of items for removal from ASPA property and/or in transit. Removal from ASPA property shall be the sole responsibility of the bidder(s).
21. Bidder(s) are encouraged to visit the site and familiarize themselves with all details regarding the condition of items prior to submitting bids.

INDEMNIFICATION

The 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 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.



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IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

The Alabama State Port Authority's Access Policy is provided on the ASPA website and in the links below:

http://www.asdd.com/portaccess_policy.html

http://www.asdd.com/portaccess_twicregs.html

http://www.asdd.com/portaccess_securitytraining.html

ALL persons requiring access to the facility are REQUIRED to have valid access credentials to include:

- 1) A TWIC Card
- 2) ASPA Badge
- 3) ASPA Vehicle Decal.

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, 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 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 ASD, 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) (Required for this project)

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 coverages. 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 Insureds in connection with work performed for, on behalf of, or on the property of ASD, including a waiver of all rights of subrogation.*

General Liability (Required for this project)

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 \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Automobile Liability (Required for this project)

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.

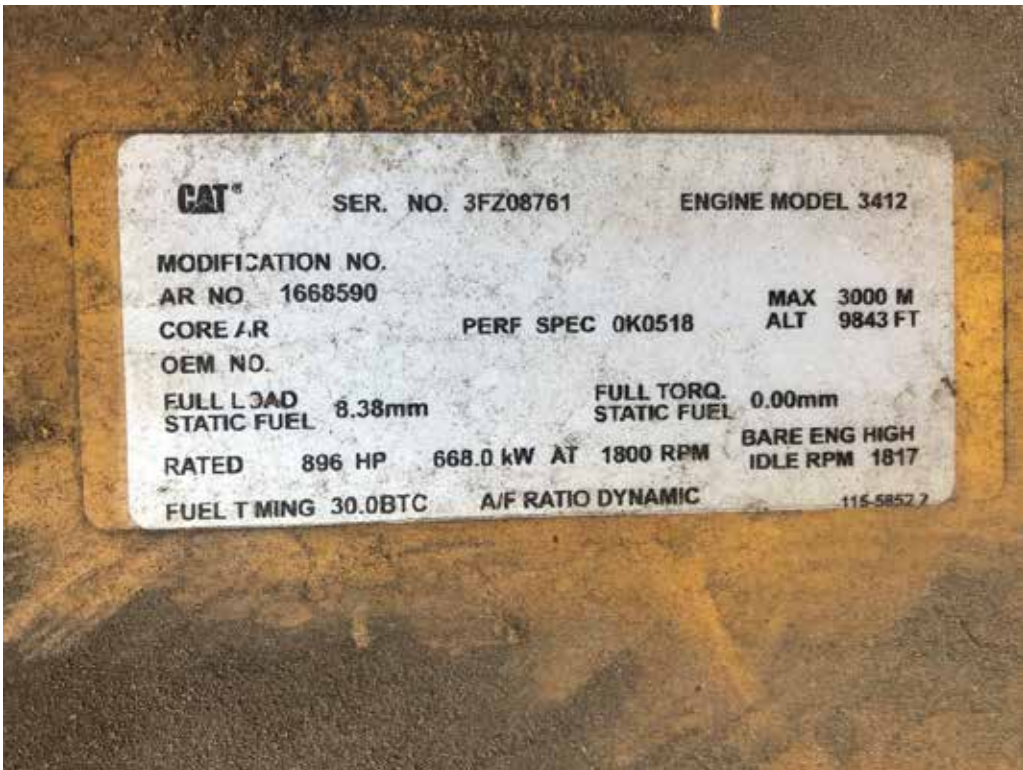
Workers Compensation (All Workers Comp Required for this project)

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.

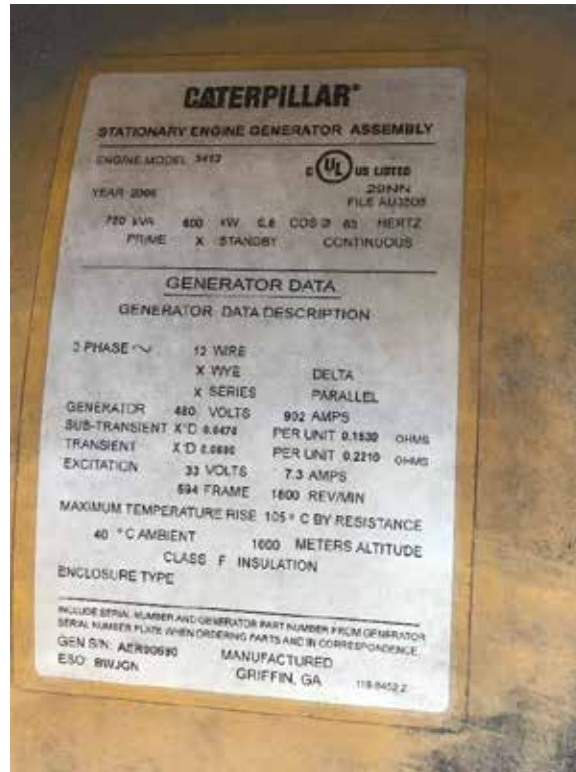
Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).



Paceco Crane #246 Generator – Engine Model: 3412 – Serial #: 3FZ08761



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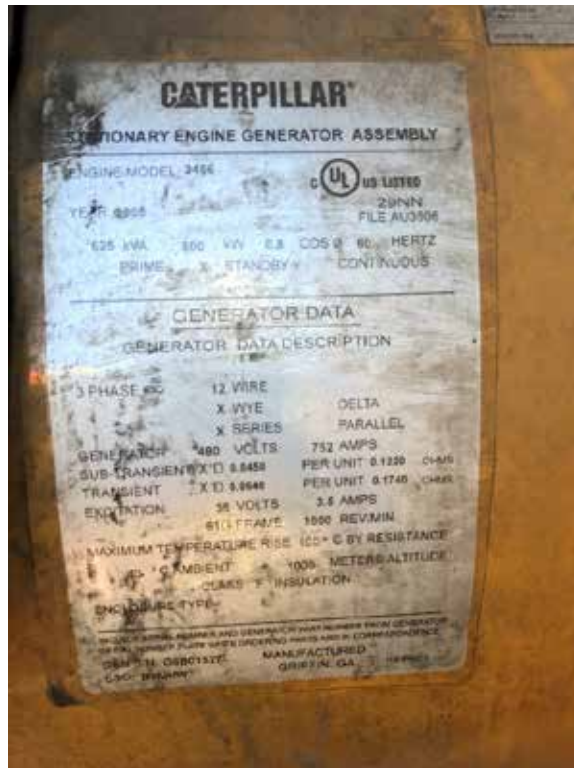
Paceco Crane #246 Generator – Engine Model: 3412 – Serial #: 3FZ08761



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03856



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03856



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03856



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03856



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03870



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03870



Paceco Crane #400 Generator – Engine Model: 3456 – Serial #: 7WG03870